

1 Richard C. Johnson (SBN 40881)
2 Shaamini A. Babu, Esq. (SBN 230704)
3 SALTZMAN & JOHNSON LAW CORPORATION
4 44 Montgomery Street, Suite 2110
5 San Francisco, CA 94104
6 (415) 882-7900
7 (415) 882-9287 – Facsimile
8 djohnson@sjlawcorp.com
9 sbabu@sjlawcorp.com

10 Attorneys for Plaintiffs

11 Dennis Murphy (SBN 051215)
12 MURPHY AUSTIN ADAMS SCHOENFELD LLP
13 304 “S” Street (95811-6906)
14 Post Office Box 1319
15 Sacramento, CA 95812-1319
16 (916) 446-2300
17 (916) 503-4000 – Facsimile
18 dmurphy@murphyaustin.com

19 Attorneys for Defendant Martha
20 E. Chevreux Revocable Trust of 2004

21 UNITED STATES DISTRICT COURT

22 FOR THE NORTHERN DISTRICT OF CALIFORNIA

23 PENSION TRUST FUND FOR OPERATING
24 ENGINEERS, et al.,

25 Plaintiffs,

26 vs.

27 CHEVREUX AGGREGATES, INC., et al.,

28 Defendants.

Case No.: CV 11-3285 LB

**JUDGMENT AGAINST MARTHA E.
CHEVREUX REVOCABLE TRUST OF
2004 PURSUANT TO STIPULATION**

29 IT IS HEREBY STIPULATED and AGREED by and between the parties hereto, that
30 Judgment shall be entered in this action in favor of Plaintiffs Pension Trust Fund for Operating
31 Engineers, et al. (collectively “Plaintiffs” or “Fund”) and against Defendant Martha E. Chevreux
32 Revocable Trust of 2004 (“2004 Trust”) as set forth herein.

33 1. This action arises under the Employee Retirement Income Security Act of 1974

1 ("ERISA"), as amended by the Multiemployer Pension Plan Amendments Act of 1980 (29 U.S.C.
2 §§1001-1461 (1982)). Defendant Chevreux Aggregates, Inc. ("CAI") was a participating
3 employer in the Fund.

4 2. On or about January 31, 2010, Defendant CAI made a complete withdrawal from
5 the Trust under ERISA §4203(a) (29 U.S.C. §1383(a)) which thereby made it subject to
6 withdrawal liability. By letter dated June 21, 2010, the Fund assessed withdrawal liability of
7 \$1,179,242. On January 6, 2011, the Fund notified Defendant CAI that its withdrawal liability
8 had been recalculated for the sum of \$1,184,169. On May 20, 2011, the Fund accelerated the
9 withdrawal liability of \$1,184,169 pursuant to ERISA §4219(c)(5) (29 U.S.C. §1399(c)(5)) and
10 Section XII of the Plan's Withdrawal Liability Assessment Procedures.

11 3. Plaintiff's allege Defendant 2004 Trust is within the same controlled group as
12 Defendant CAI and is jointly and severally liable for the withdrawal liability under ERISA
13 §4001(b)(1) (29 U.S.C. §1301(b)), PBGC Reg. §4001.3, and IRC §414(c).
14

15 4. Since Defendants failed to make any payments Plaintiffs filed this action on July 5,
16 2011. To date, Defendants have failed to cure their delinquency and thus, are in default under
17 ERISA §4219(c)(5)(B) (29 U.S.C. §1399(c)(5)(B)) and 29 CFR §4219.31. Default has been
18 entered against Defendant CAI and its other controlled group member in this action.

19 5. Defendant 2004 Trust hereby stipulates and agrees to a judgment against it for the
20 sum of \$1,730,153.02 ("Judgment") calculated as follows:
21

22 Assessed Withdrawal Liability	\$1,184,169.00
23 20% Liquidated Damages	\$236,833.80
10% Interest (8/1/10 – 11/15/12)	\$271,547.91
24 Attorneys' Fees (6/20/11 – 8/31/12)	\$35,603.50
Costs (6/20/11 – 8/31/12)	\$1,998.81
25 TOTAL	\$1,730,153.02

26 6. Defendant 2004 Trust shall be liable for all additional accrued interest, attorneys'
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1 fees and costs incurred by Plaintiffs in connection this Judgment until it is satisfied in full.

2 7. Plaintiffs may record abstracts of judgment, liens, levies, and/or pursue other
3 remedies against Defendant 2004 Trust in an attempt to recover under this Judgment.

4 8. Plaintiffs may obtain a writ of execution against Defendant 2004 Trust without
5 further notice, in the amount of the unpaid balance, plus any additional amounts under the terms
6 herein, upon declaration by a duly authorized representative of the Plaintiffs setting forth any
7 payment theretofore made by or on behalf of Defendant and the balance due and owing as of the
8 date of default.

9 9. Defendant 2004 Trust hereby waives the right to Notice of Entry of Judgment and
10 Request for a Writ of Execution, and expressly waives all rights to stay of execution and appeal.
11 The declaration or affidavit of a duly authorized representative of Plaintiffs as to the balance due
12 and owing as of the date of default shall be sufficient to secure the issuance of a Writ of
13 Execution, without notice to Defendant 2004 Trust.

14 10. Defendant 2004 Trust shall retain all rights to the 1989 Cadillac Brougham as well
15 as the furniture, doll collection and other items identified on Exhibit A hereto. Plaintiffs hereby
16 waive all rights and remedies solely with respect to the items described in this paragraph 10.

17 11. Any notices relating to this Stipulation shall be sent to Plaintiffs and Defendant
18 2004 Trust at:

19 Pension Trust for Operating Engineers
20 c/o Shaamini A. Babu
21 Saltzman & Johnson Law Corporation
22 44 Montgomery Street, Suite 2110
23 San Francisco, CA 94104
24 415-882-7900 (phone)
25 415-882-9287 (fax)
26 sbabu@sjlawcorp.com

27 Martha E. Chevreux Revocable Trust of 2004
28 c/o Dennis Murphy
Murphy Austin Adams Schoenfeld LLP
Post Office Box 1319
Sacramento, CA 95812-1319
(916) 446-2300 (phone)

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1 (916) 503-4000 (fax)
2 dmurphy@murphyaustin.com

3 12. During the full three years following the filing of this Judgment, Defendant shall
4 notify Plaintiffs in writing of any change of trustee(s) of Defendant 2004 Trust and/or change of
5 address or facsimile within seven (7) days of such change. Thereafter, until this Judgment is
6 satisfied in full, Defendant 2004 shall notify Plaintiffs of any change in trustee(s) and/or change of
7 address or facsimile upon written request by Plaintiffs.

8 13. Judy Simpson and Dorothy Miller, in their capacity as the only Trustees of
9 Defendant 2004 Trust at the time of the execution of this Stipulation, represent and warrant that
10 each of them is authorized to enter into this Stipulation. Each of them, in their capacity as
11 Trustees, specifically consent to this Judgment as well as the Court's jurisdiction and the use of a
12 Magistrate Judge for all proceedings herein.

13 14. Defendant 2004 Trust and any successor trust and its respective trustee(s), in
14 his/her capacity as trustee, shall be bound by the terms of this Stipulation until it is satisfied in full.

15 15. Any failure on the part of the Plaintiffs to take any action against Defendant 2004
16 Trust as provided herein in the event of any breach of the provisions of this Stipulation shall not
17 be deemed a waiver of any subsequent breach by Defendant 2004 Trust of any provisions herein.

18 16. This Stipulation shall not be deemed a waiver of any remedies and rights available
19 to the Fund with respect to the withdrawal liability assessed against Defendant CAI and any other
20 persons or entities, other than Defendant 2004 Trust, that are in the same controlled group as the
21 Defendant CAI as defined in ERISA §4001(b)(1). The Fund reserves its right and is entitled to
22 proceed with a motion for default judgment Defendant CAI and other members of its controlled
23 group that are found to be in default.

24 17. Martha Chevreux was named in this action in her capacity as the former Trustee of
25 the 2004 Trust. Plaintiffs hereby acknowledge and agree that claims alleged in this action shall
26 not be pursued against Martha Chevreux in her individual capacity.
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1 18. This Stipulation does not relate to or involve Defendant Chevreux Family
 2 Irrevocable Credit Trust of 1973. Claims alleged against said trust in this action were dismissed
 3 with prejudice on August 8, 2012.

4 19. Should any provision of this Stipulation be declared or determined by any court of
 5 competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and
 6 enforceability of the remaining parts, terms or provisions shall not be affected thereby and said
 7 illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this
 8 Stipulation.

9 20. This Stipulation contains all of the terms agreed by the parties and no other
 10 agreements have been made. Any changes to this Stipulation shall be effective only if made in
 11 writing and signed by all parties hereto.

12 21. This Stipulation may be executed in any number of counterparts and by facsimile,
 13 each of which shall be deemed an original and all of which shall constitute the same instrument.

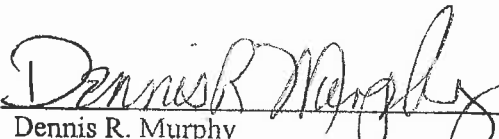
14 22. Defendant represents and warrants that it has had the opportunity to be or has been
 15 represented by counsel of its own choosing in connection with entering this Stipulation under the
 16 terms and conditions set forth herein, that it has read this Stipulation with care, and is fully aware
 17 of and represents that it enters into this Stipulation voluntarily and without duress.

18 23. The parties agree that the Court shall retain jurisdiction of this matter until this
 19 Judgment is satisfied in full.

20
 21 Dated: September 27, 2012

MURPHY AUSTIN ADAMS SCHOENFELD

22
 23
 24 By:

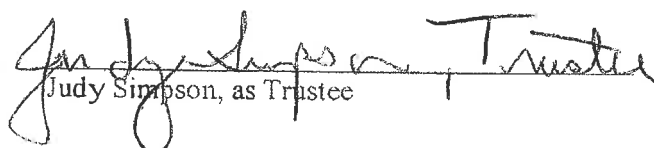

 Dennis R. Murphy
 Attorney for Defendant Martha E. Chevreux
 Revocable Trust of 2004

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Dated: September 27, 2012

MARTHA E. CHEVREAU REVOCABLE
TRUST OF 2004

By: 
Judy Simpson, as Trustee


Dated: September ____, 2012

MARTHA E. CHEVREAU REVOCABLE
TRUST OF 2004

By: _____
Dorothy Miller, as Trustee

Dated: September 27, 2012

PLAINTIFFS PENSION TRUST FUND FOR
OPERATING ENGINEERS, et al.

By: 
Shaamini A. Babu
Saltzman & Johnson Law Corporation
Attorneys for Plaintiffs

IT IS SO ORDERED.

Dated: September ____, 2012

MAGISTRATE JUDGE LAUREL BEELER

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2 Dated: September ____, 2012

MARTHA E. CHEVREAU REVOCABLE
TRUST OF 2004

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5 By: _____
Judy Simpson, as Trustee

6 Dated: September 16, 2012

MARTHA E. CHEVREAU REVOCABLE
TRUST OF 2004

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8
9 By: *Dorothy P. Miller, Trustee*
Dorothy Miller, as Trustee

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11 Dated: September ____, 2012

PLAINTIFFS PENSION TRUST FUND FOR
OPERATING ENGINEERS, et al.

12
13
14 By: _____
Shaamini A. Babu
Saltzman & Johnson Law Corporation
Attorneys for Plaintiffs

15
16 IT IS SO ORDERED.

17
18 **October 3**

19 Dated: ~~September~~ ____, 2012

20 *LB*
MAGISTRATE JUDGE LAUREL BEELER

EXHIBIT A

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INTERIOR PICTURES

900 Grass Valley Highway

Master Bedroom / Hall Overview

- | | |
|-------------|--|
| #1,2,3,4 | Master Bedroom |
| #5 | Dressing Room |
| #6 | Master Bath |
| #7 | Picture Wall |
| #8,9,10 | Display walls in Master Bedroom (Old Fashion Purses,Fans and Combs) |
| #11 | Dresser |
| #12 | Old Fashion Photo Equipment |
| #13, 14 | Martha's Clothes Closet |
| #15, 16, 17 | Hall Closet (Old Fashion Photo Equipment – Early Family Movie Reels) |
| #18 | Mr. Chevreux's Closet |
| #19 | Desk, Television, Victorian Chair |
| #20 | Bathroom Mirror |
| #21 | Japanese Dolls |
| #22, 23 | Miniature Tea Sets in Hall |
| #24 | Linen Closet |

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INTERIOR PICTURES (CONTINUED)

Teddy Bear Room

- | | |
|-------------|--|
| #1, 2 | Inside front right wall |
| #3,4,5 | End wall - First Ladies (Franklin Mint) |
| #6,7 | End wall - Sewing display cabinet and small Teddy bear display cabinet |
| #8, 9 10,11 | Teddy bears - Side wall cabinets |
| #12 | Closet |
| #13 | Behind Door |
| #14, 15 | Hall Tree |

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INTERIOR PICTURES (CONTINUED)

Living Room

- #1 Entry into Living Room
- #2 Fireplace Wall
- #3 Fireplace and Piano Wall
- #4 Back Wall
- #5 Sliding Glass Door Wall
- #6 TV Wall
- #7 Bookcase Wall
- #8 Ceiling Shelf above fireplace
- #9 Piano (No manufacturers name)
- #10 Lavalier
- #11 Brown Chair and Basket of Bears
- #12 Easy Chair, Rocker and end Table
- #13 Couch with End Table and Coffee Table
- #14 Leather Recliner and Hassock
- #15 Chandalier

SB DRM

INTERIOR PICTURES (Continued)

Kitchen

- | | |
|-----|-----------------------------|
| #1 | Kitchen Entrance |
| #2 | Blackboard Wall |
| #3 | Dining Side Wall |
| #4 | Dining Table |
| #5 | Refrigerator Wall |
| #6 | China Unit behind the Stove |
| #7 | Left Wall entering Kitchen |
| #8 | Dish Storage Units |
| #9 | Sink Wall |
| #10 | Long shot of sink wall |
| #11 | Grocery Storage Wall |
| #12 | Stove and Oven |
| #13 | Chickens on top of Oven |

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INTERIOR PICTURES (Continued)

Washroom

- #1 Washroom
- #2 Back Wall of Washroom

Bathroom

- #3,4,5 Back Bath

Pantry

- #1,2,3 In general

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SIERRA DOLL DISCOVERY CLUB
of Northern California

History of the Sierra Doll Discovery Club

~~P. O. Box 4226~~
~~Auburn, Ca. 9560~~

In November 1970 Martha Chevreux put an ad in the Auburn Journal inviting anyone interested in dolls to attend a meeting at her home to discuss forming a doll club.

By early 1971 there were fourteen women that had formed a club. They then petitioned the United Federation of Doll Clubs (U.F.D.C.) to join the national organization which was formed in 1937. The S.D.D.C. received their charter in August 1971.

Since Joe and Martha Chevreux were active in Auburn Civic and Charitable organizations work, the new S.D.D.C. became involved also. The Club contributed dolls to Toys for Tots and the Salvation Army as Christmas projects. They regularly mounted displays at the Auburn Library and members spoke before senior groups, Girl Scouts, etc. for educational reasons to show how dolls from foreign countries reflected their culture. Each year from 1972 to 1999 the Club sponsored a doll show at the Auburn fairgrounds to raise money to give to non-profit organizations such as the Bernhard Museum, Auburn Library, Peace for Families, Salvation Army, Make a Wish, and many others in need of friends in Auburn and surrounding towns.

Since 1999 when Joe Chevreux died and Martha Chevreux was unable to continue, the Sierra Doll Discovery Club has sponsored a luncheon each year for 150 U.F.D.C. Northern California and Nevada doll club members. Approximately \$25,000.00 has been raised and distributed to charity during this period.

Martha Chevreux's Collection

Currently there are fourteen members of the S.D.D.C. We have photographed, identified and listed approximately 100 dolls and accessories of Martha Chevreux. We then researched and found that to the best of our knowledge and in view of the current collectible doll market this collection would be valued at approximately \$2,500 to \$3,000.00. (See attached list of dolls and photographs)

Sources

Lenci, The History and the Dolls by Nancy Lazenby , Reverie Publishing Company, 2007

Nancy Ann Storybook Dolls (Vol. 1 & 2) Identification & Values by Elaine M. Pardee and Jackie Robertson, Collector Books, 2003

Modern Collector's Dolls, Identification & Value Guide by Patricia Smith, Collector Books, 1995

JB ORM

Madame Alexander Collector's Dolls by Patricia Smith, Collectors Books, 1978
Madame Alexander Collector's Dolls Price Guide #18 by Patricia R. Smith, Collector Books, 1993

Vintage Alexander by Florence Theriault, Gold Horse Publishing, 2002

Jan Foulke's Guide to Dolls, A Definitive Identification and Price Guide, Synapse Print Management, Publisher, 2001 and 2009 published by Jim Kelley

E-Bay online

September 4, 2012

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MARTHA'S DOLLS

1. 1981 Bright Googly (artist doll) (Photo 1) \$40.00
2. Lenci girl – made after 1960 with tag in pocket (Photo 2) \$65 – 100.00
3. Googly Rene McKinney JDK 221 1974 (Photo 2) \$35.00
4. Repo K*R 100 in cradle (Photo 2) \$20.00
5. 1987 UFDC Boston Souvenir doll, Mary Linda Sted (Photo 1) \$30 – 40.00
6. Curry 1978 reproduction Jumeau (Photo 2) \$25.00
7. VanVliet – J Ayer – wood, artist doll from Mt. Shasta (Photo 3) \$25.00
8. 1975 Fred Thompson – wood FT 75 on foot (Photo 3) artist doll \$25.00
9. wood – boy – no tag – artist doll (Photo 3) \$25.00
10. wood clown – not marked – artist doll (Photo 4) \$25.00
11. UFDC Reg II Conference Asilomar 1978 – man and woman doll house dolls in trunk by Stockton Cal Doll Club (Photo 5) \$15.00
12. not marked porcelain artist doll (Photo 1 & 2) \$15.00
13. brass bed with jointed doll in red and black – not marked (Photo 6) \$25.00
14. UFDC 1975 Reg II Conference – San Jose – repo china head (Photo 7) \$20.00
15. UFDC 1988 Anaheim – wax (Photo 7) \$15.00
16. half doll in chair – appears to be new (Photo 8) \$5.00
17. Trolls – Maki tag – steif Made in Germany with brass button on male only (Photo 9) \$25.00 & \$35.00
18. Teddy Roosevelt repo – hard plastic (Photo 9) \$25.00
19. Case with new china nicely dressed and mirror – marked original by Berry 1978 – artist doll (Photo 10) \$30.00
20. Boots Tynner 1993 (Photo 11) \$20.00
21. figurine made in Japan – marked Wales(2) (Photos 12 & 15) \$1.00
22. paper dolls Alice in Wonderland – Collectors Antique Replica (Photo 12) \$2.00
23. Standing China – nice dress – marked Curry 1979 – artist doll (Photo 12) \$35.00
24. Alice in Wonderland with Pig – marked J. Kintner 1986 with 2 boxes tea bags (Photo 13) \$30.00
25. Alice Doll in trunk with clothes – marked 1988 Robin Woods & white rabbit (Photo 13) \$85.00
26. Sets of Crabtree and Evelyn Soap with birthday card - Alice in Wonderland (Photo 14) \$2 each or use as accessories
27. First Edition Disney – Alice in Wonderland – vinyl (Photo 15) \$30 – 35.00
28. Alice in Wonderland by Madame Alexander (Photo 15 behind 27) \$30.00
29. Alice in Wonderland Barbie – year unknown (Photo 15) \$10.00
30. Alice rag doll with yellow yarn hair (Photo 15 & 16) \$15.00
31. Alice in Wonderland – Effanbee – tag (Photo 15) \$20 – 25.00
32. Alice and Queen Topsy turvy cloth doll – Almas Design (no photo) \$15.00
33. Case of dolls – Alice in Wonderland = 7 dolls – modern dolls – (Photo 17)
 - Left rear – Porcelain Franklin Heirloom \$25.00
 - Right rear – 1983 Cameos Storybook Hard Plastic \$20.00
 - Middle Left – Porcelain not marked \$20.00
 - Middle Middle – Storybook vinyl mad in Hong Kong \$10.00

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59. Storybook – Nancy Ann with black shoes in box (Alice thru the looking glass 125) (Photo 28) \$35.00
60. Fondest Memories by Gorham – porc. Alice figurine (Photo 28) \$10 and Doll under lamp with white rabbit \$25.00
61. vinyl doll and feather flamingo and plastic apron with Alice in Wonderland on it (Photo 28) \$20.00
62. Dolls by Pauline – Alice with white rabbit in box (Pauline Bjonnes Jacobson) (Photo 28) \$25.00
63. Amer. Beauty dolls – Ltd. Ed. Felt with white rabbit (Photo 29) \$50 – 100.00
64. Mad Hatter – Dakin and painted screen (Photo 30) \$25.00 and \$25.00
65. Cheshire cat plush – Disney (Photo 30) \$25.00
66. white rabbit – Dakin (Photo 30) \$15.00
67. Alice – Dakin – \$25.00 and 3 ornaments on cheshire cat hook \$5.00 (Photo 30)
68. Table with dishes – Alice and 2 chairs – porc. Flamingo – small books (Photo 30) \$35.00
69. Twig tree with ornament – 8 figurines – Xmas ornaments and 1 Alice tea set – \$12.00, also Babushca – Tall – Tea cozy \$40.00 (Photo 31)
70. Bed doll – compo – badly crazed – unmarked (Photo 32) \$10 – 15.00
71. Bed doll – compo – badly crazed – not marked (Photo 32) \$10 - 15.00
72. Half doll pin cushion – no mark – old clothes in bad condition (Photo 32) \$25.00
73. half doll – old – lamp shade – not marked (Photo 32) \$35.00
74. Basket of plush animals (Photo 33) \$5.00 ea. Raggedy Ann - \$15.00
75. set Alice in wonderland – artist dolls – dollhouse size and tea set in cloth surround (scene) (Photo 34) \$100.00 (guess)
76. Barbie Alice – Mattel – no year (Photo 19) \$12.00
77. Jeanne Maker -- stockinette dolls – 5 (Photo 35) \$25.00 for set
78. nesting dolls – 10 - (Photo 36) \$15.00
79. Porc. Coll. Playtown inc. 1983 (Photo 37) \$30.00
80. Alice au Pays des Merveilles Alice in Wonderland – tag (Photo 37) \$25.00
81. Designs by Royal House of Dolls NY (Photo 37) \$25.00
82. Tag marked Anne Luree (Photo 37) \$15.00

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